

MISSOURI PACIFIC RAILROAD CO.

210 N. 13TH STREET

ST. LOUIS, MISSOURI 63103

JAMES A. HESSE 622-2024
ASSISTANT GENERAL COUNSEL

PATRICK C. MULLEN 622-2022
GENERAL SOLICITOR

ROBERT H. STAHLHEBER 622-2014
GENERAL ATTORNEY - COMMERCE

CHARLES P. LIPPERT 622-2021
ROBERT W. YOST 622-2015
GENERAL ATTORNEYS

ROBERT S. DAVIS 622-2011
RICHARD S. M. EMRICH, III 622-2013
COMMERCE COUNSEL

DONALD E. MOLLOY 622-2016
PAUL E. LITTLETON 622-2017
PAUL J. M. RUTTERER 622-2866
ASSISTANT GENERAL ATTORNEYS

TEL. (314) 622-0123

LAW DEPARTMENT

MARK M. HENNELLY
VICE PRESIDENT AND GENERAL COUNSEL
622-2025

7013A058

JAN 13 1977

Date 10-
Pos 8

December 31, 1976

RECORDATION NO. 6840-14 Filed & Recorded

CC Washington, D. C.

JAN 13 1977 3 15 PM

INTERSTATE COMMERCE COMMISSION

Re: Chicago & Eastern Illinois Railroad Conditional Sales Agreement,
Dated as of January 1, 1973, Chemical Bank, Assignee. Originally
Recorded with ICC - Rec. No. 6840 - December 22, 1972 - 10:35 A.M.

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Oswald:

Enclosed for filing and recording pursuant to Sec. 20c of the
Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq.,
are five executed counterparts of an Assumption Agreement to the Condi-
tional Sale Agreement between the Builder, ACF Industries, Incorporated,
as Vendor, and Chicago & Eastern Illinois Railroad Company, Vendee, and
Chemical Bank, Assignee, said document dated as of January 1, 1973.

The instrument transmitted herewith for filing and recording,
consisting of the Assumption Agreement, covers the following equipment:

<u>No. of Units</u>	<u>Description</u>
350	70-Ton 50'6" Box Cars with Load Dividers, numbered C&EI 252850-253199 AAR Class or Mechanical Designation: XL
50	70-Ton 50'6" Hi-Cube Box Cars, numbered C&EI 364725-364774 AAR Class or Mechanical Designation: XP

The names and addresses of the parties to the transaction set forth
in this instrument for filing and recording are:

RECEIVED

JAN 13 3 03 PM '77
I.C.C.
FEE OPERATED

C. Oswald

Mr. Robert L. Oswald

-2-

December 31, 1976

Assignee: Chemical Bank
20 Pine Street
New York, New York 10015

Old Vendee: Chicago & Eastern Illinois Railroad
210 N. 13th Street
St. Louis, Missouri 63103

New Vendee: Missouri Pacific Railroad Company
210 N. 13th Street
St. Louis, Missouri 63103


Voucher for \$10 to cover filing and recording fee is enclosed.

Upon filing and recording of the original document, three counterparts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. Judy C. Durand
Missouri Pacific Railroad Company
337 National Press Building
Washington, D.C. 20045
(Tel.: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Yours very truly,


Paul J. M. Rutterer

PJMR:js
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

1/13/77


OFFICE OF THE SECRETARY

Paul J.M. Rutterer
Missouri Pacific RR. Co.
210 N. 13th Street
St. Louis Missouri 63103

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 1/13/77 at 3:15pm ,
and assigned recordation number(s) 6840-A, 6986-A & 7148-B

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

JAN 13 1977 - 3 15 PM

ASSUMPTION AGREEMENTINTERSTATE COMMERCE COMMISSION
INTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into as of October 15, 19 76, between and among Chemical Bank, (hereinafter sometimes called Assignee), party of the first part; Chicago & Eastern Illinois Railroad Company, an Indiana corporation (hereinafter called C&EI), party of the second part; and Missouri Pacific Railroad Company, a Missouri corporation (hereinafter called MoPac), party of the third part:

W I T N E S S E T H:

WHEREAS, C&EI, pursuant to the provisions of a Plan and Joint Agreement of Merger between it and MoPac dated July 29, 1974, is to be merged into MoPac with MoPac remaining as the surviving corporation, which transaction has been approved by the Interstate Commerce Commission in a Certificate and Order dated May 4, 1976 in Finance Dockets 27773 and 27774, presently effective, and

WHEREAS, pursuant to said Plan and Joint Agreement of Merger, MoPac, as surviving corporation, will succeed to all property, rights, privileges, powers and franchises belonging to C&EI, including but not limited to title to all personal property vested in C&EI by deed or otherwise, and shall be responsible and liable for all the liabilities and obligations to T&P, and

WHEREAS, legal title to certain C&EI equipment is vested in Assignee by virtue of an Assignment, dated as of the 1st day of January, 19 73, from ACF Industries,

Incorporated, the manufacturer of said equipment, which conditionally sold the same to C&EI, pursuant to the provisions of a Conditional Sale Agreement between the manufacturer and C&EI dated as of the 1st day of January, 1973, (said Conditional Sale Agreement and Assignment, which was recorded on the 22nd day of December, 1972, with the Interstate Commerce Commission and bears Recordation No. 6840, being hereinafter sometimes referred to as the "Conditional Sale Agreement");

and

WHEREAS, C&EI and MoPac have agreed that all right, title and interest of C&EI in and to the equipment specified in aforesaid Conditional Sale Agreement shall become the right, title and interest of MoPac, subject to all of C&EI's obligations thereunder including, but not limited to, the outstanding indebtedness due under said Conditional Sale Agreement defined in the preceding paragraph; and

WHEREAS, C&EI now desires to assign all of its right, title and interest in and to the said equipment specified in said Conditional Sale Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of C&EI with reference to the equipment specified in said Conditional Sale Agreement, including specifically, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in said Conditional Sale Agreement; and the Assignee is willing to permit such assignment and accept such assumption.

NOW, THEREFORE, in consideration of the premises and of the payment by each C&EI and MoPac of the sum of One Dollar (\$1.00) to the Assignee, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. C&EI hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Conditional Sale Agreement between ACF Industries, Incorporated, manufacturer, C&EI, and Chemical Bank, Assignee, dated the 1st day of January, 19 73, without recourse against C&EI. C&EI expressly disclaims and refrains from making any warranty to MoPac, either express or implied, as to quantity, quality, condition, suitability or merchantability of such equipment.

2. MoPac hereby accepts the assignment of C&EI's right, title, and interest in and to the equipment specified in said Conditional Sale Agreement, without recourse on C&EI, and upon the terms and conditions specified above, and hereby assumes and covenants and agrees to and with Assignee that, with respect to said equipment, it will keep, perform and observe, subject to the conditions thereof, all the terms, covenants and conditions in said Conditional Sale Agreement contained which, but for this assignment, were to be kept, performed and observed, including punctual payment as and when due of the remaining balance of principal and interest due on such equipment.

3. Assignee joins herein for the sole purpose of evidencing its consent to the assignment by C&EI to MoPac of

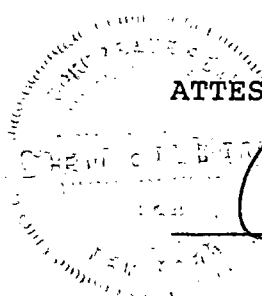
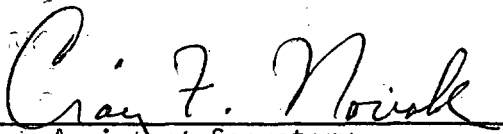
its right, title and interest in and to the equipment referred to in said Conditional Sale Agreement, without recourse on C&EI, and MoPac's assumption of T&P's obligations thereunder upon the terms and conditions specified above.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

CHEMICAL BANK

By 
Vice President

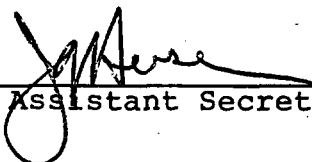
ATTEST:



Assistant Secretary

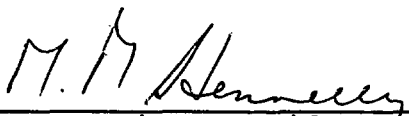
CHICAGO & EASTERN ILLINOIS RAILROAD
COMPANY

By 
Vice President

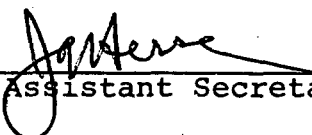
ATTEST:


Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By 
Vice President

ATTEST:


Assistant Secretary

STATE OF NEW YORK)

COUNTY OF NEW YORK)

SS

I, Sophie La Due, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Preston I. Carnes, Jr., and Craig F. Novak, personally known to me to be Vice President and Assistant Secretary of Chemical Bank, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they assigned said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of January, 19 77.

Sophie La Due
Notary Public


My commission expires: _____

SOPHIE LA DUE
Notary Public, State of New York
No. 30-7401525
Qualified in Nassau County
Commission Expires March 30, 1978

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

I, R. C. Mason, a Notary Public in and for
said City, in the State aforesaid, DO HEREBY CERTIFY that
Patrick C. Mullen and J. A. Hesse
personally known to me to be Vice President and Assistant
Secretary, respectively, of CHICAGO & EASTERN ILLINOIS
RAILROAD COMPANY, an Indiana corporation, and personally
known to me to be the same persons whose names are subscribed
to the foregoing instrument, appeared before me this day in
person and severally acknowledged that as such Vice President
and Assistant Secretary they signed said instrument and
caused the corporate seal of said corporation to be affixed
thereto, pursuant to authority given by the Board of
Directors of said corporation as their free and voluntary
act, and as the free and voluntary act and deed of said cor-
poration, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th
day of October, 19 76.



Notary Public
R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri

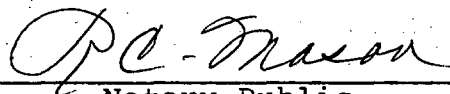
My commission expires:

My Commission Expires September 28, 1978.
This act performed in the City of St.
Louis, which adjoins the County of
St. Louis in which I was commission-
ed.

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

I, R. C. Mason, a Notary Public in and
for said City, in the State aforesaid, DO HEREBY CERTIFY that
M. M. Hennelly and J. A. Hesse
personally known to me to be Vice President and Assistant
Secretary of MISSOURI PACIFIC RAILROAD COMPANY, a Missouri
corporation, and personally known to me to be the same
persons whose names are subscribed to the foregoing instrument,
appeared before me this day in person and severally acknow-
ledged that as such Vice President and Assistant Secretary
they signed said instrument and caused the corporate seal of
said corporation to be affixed thereto, pursuant to authority
given by the Board of Directors of said corporation as their
free and voluntary act, and as the free and voluntary act and
deed of said corporation, for the uses and purposes therein
set forth.

GIVEN under my hand and notarial seal this 15th
day of October, 19 76.



Notary Public
R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri

My commission expires:

My Commission Expires September 28, 1978
This act performed in the City of St.
Louis, which adjoins the County of
St. Louis in which I was commission-
ed.